

**STATE OF MINNESOTA**  
**ENERGY SAVINGS PERFORMANCE CONTRACTING SERVICES**  
**MASTER CONTRACT ##### – AMENDMENT NO. 1**

Contract Start Date:	_____	Total Contract Amount:	\$ _____
Original Contract Expiration Date:	_____	Original Contract:	\$ _____
Current Contract Expiration Date:	N/A	Previous Amendment(s) Total:	\$ N/A
Requested Contract Expiration Date:	N/A	This Amendment:	\$ N/A

This amendment is by and between the State of Minnesota, through its Commissioner of Commerce (“State”) and [CONTRACTOR’S FULL LEGAL NAME AND ADDRESS] (“Contractor”).

**Recitals**

1. The State has a Master Contract with the Contractor identified as T-12AES, Master Contract ##### (“Original Master Contract”), to provide energy savings performance contracting services as part of its Guaranteed Energy Savings Program (GESP).
2. This agreement is being amended to clarify provisions of the Original Master Contract.
3. The State and the Contractor are willing to amend the Original Master Contract as stated below.

**Master Contract Amendment**

**REVISION 1.** The following definition from Page 2 of the Original Master Contract is amended as follows:

- **“State Institution”** means any state agency, political subdivision, or governmental unit who has entered into an interagency or joint powers agreement with the State and executed a Work Order Contract under this Master Contract for the GESP. “State Institution” also includes a college or university in the Minnesota State Colleges and Universities system.

**REVISION 2.** Clause 4. **“Consideration and Payment”** is amended as follows:

- 4.1. **Consideration.** The State will pay for all services satisfactorily performed by the Contractor for all Work Order Contracts issued under this Master Contract unless recommendations provided in the Investment Grade Audit are not, in the sole discretion of the State, deemed reasonable and viable.
- 4.2. **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of any Work Order Contract will be reimbursed in same manner and in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the commissioner of Minnesota Management and Budget. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- 4.3. **Payment**
  - 4.3.1. **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services. Invoices must be submitted timely no more frequently than monthly.
  - 4.3.2. **Retainage.** Under Minn. Stat. § 16C.08, subd. 5(b), no more than 90 percent of the amount due under any Work Order Contract may be paid until the final product of the Work Order Contract has been reviewed by the State’s agency head. The balance due will be paid when the State’s agency head determines that the Contractor has satisfactorily fulfilled all the terms of the Work Order Contract. Contractor may submit an invoice for the release of retainage following the final completion and State or State Institution acceptance of work performed pursuant to Exhibit A-1 (Sections I, II, III, and IV), as attached and incorporated into a subsequent Work Order Contract. Retainage will not be held by the State for any services performed or guarantees provided under Exhibit D (Savings Guarantee) or Exhibit M (Contractor’s Measurement and Verification Services) should such exhibits be attached and incorporated into any subsequent Work Order Contract.

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**REVISION 3.** Clause 19. **“Order of Precedent”** is amended as follows:

Should the terms of this Master Contract conflict with the terms of any Exhibit, Appendix, or Attachment hereto, the terms set forth in this Master Contract shall prevail. Parties agree that the terms of any subsequent Work Order Contract shall not be drafted nor construed to diminish or derogate the terms and conditions set forth in this Master Contract, unless explicitly stated herein. Parties acknowledge that the State Institution may elect to incorporate, in a subsequent Work Order Contract, a modified version of Attachment 3 to the Original Master Contract (currently AIA-A201-2007 General Conditions of the Contract for Construction), at which time the modified version shall replace the currently attached and incorporated Attachment 3 in its entirety, solely for the purpose of the aforementioned Work Order Contract.

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL MASTER CONTRACT REMAIN IN FULL FORCE AND EFFECT.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract No. \_\_\_\_\_

**3. MN DEPARTMENT OF COMMERCE**

*Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.*

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. CONTRACTOR (Actual Contractor Name)**

*The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**

*As delegated to Materials Management Division*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:  
MN Dept of Commerce  
MN Dept of Administration  
Contractor  
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